DGFT - PayPay Online Payment Service Terms of Use

These PayPay Online Payment Service Terms of Use ("PayPay Online Payment Terms") apply in addition to the Terms of Use for Payment Service Agreement (in these PayPay Online Payment Terms, the "Basic Terms") if Customer uses the PayPay Online Payment Service provided by DGFT pursuant to the Basic Terms. The meanings of defined terms used in the PayPay Online Payment Service Terms, unless otherwise provided in the terms, shall follow their definitions in the Basic Terms.

Article 1. Definitions of Terms

In "PayPay Online Payment Terms," "Payment Provider" in item (9) of Article 1 (Definitions of Terms) of the Basic Terms means PayPay Corporation ("PayPay"), which has entered into an agreement with DGFT, as an agent of Customer, providing for services related to the PayPay Online Payment Service ("PayPay Payment Service Agreement").

The following terms shall have the following meanings in the PayPay Online Payment Terms.

1. "**PayPay Online Payment Service**" means the service for payment of the purchase price for transactions between Merchants as provided in item (2) and Payers as provided in item (8) using information pre-registered or entered at the time of the transaction by the Payer with PayPay (including the services and functions provided by PayPay) that is provided by PayPay through DGFT.

2. "**Merchant**" means a person who has agreed to the terms prescribed by PayPay and applied to use the PayPay Online Payment Service, for whom PayPay has agreed to the same, and who sells Products, Etc. and uses the PayPay Online Payment Service for the payment of the purchase price for such sales.

3. "**System**" means the system provided by DGFT that enables Merchants to use the PayPay Online Payment Service online.

4. "**Payment System**" means the system operated by PayPay to provide the PayPay Online Payment Service.

5. "**Merchant Information**" means the necessary information relating to Merchants (including, but not limited to, IDs and passwords) that are necessary to use the PayPay Online Payment Service as designated by PayPay.

6. "**Payment-Related Information**" means the amounts, number of transactions, and payment history paid through the PayPay Online Payment Service, the codes provided by PayPay to Merchants in lieu of Card-Related Information, and other payment-related information. "Card-Related Information" means the information necessary to use a card (including, but not limited to, a PayPay user's card number, expiration date, and card security code, and the name and phone number of a PayPay user registered with the Card Company).

7. "**Products, Etc.**" means the products or rights sold or services provided by a Merchant.

8. "**Payer**" means a person who has agreed to the terms prescribed by PayPay and has been approved by PayPay to use the PayPay Online Payment Service for payments for the purchase price of transactions in Products, Etc.

9. "**Payment Amount**" means the amount of the payment price for a transaction in Products, Etc. between a Merchant and a Payer.

10. "**Order-Related Information**" means the amount and other information relating to orders of Products, Etc. paid for through the PayPay Online Payment Service.

11. "**Merchant Agreement**" means the agreement executed between PayPay and a Merchant pursuant to the contract terms provided by PayPay in relation to the use of the PayPay Online Payment Service.

12. "**Operational Guidelines**" means, collectively, the service guidelines, specifications, and other manual-type documents separately designated or directed by PayPay concerning the use of payment systems.

13. "**SBPS**" means SB Payment Service Corp.

14. "**API**" means the API provided by SBPS to link the Payment System with the System.

A reference to an article number in the PayPay Online Payment Terms that does not specifically refer to the title of a set of terms refers to an article number in the PayPay Online Payment Terms.

Article 2. Onboarding Support

1. A Customer who wishes to become a Merchant agrees without objection that the following matters are the terms of use thereof:
   1.1. For the use of the PayPay Online Payment Service, agreeing to all of the following terms (means the terms prepared in the Japanese language in all cases, hereinafter the same) prescribed by PayPay, and that it is necessary to execute and comply with a Merchant Agreement with PayPay (including that as a result of the review by PayPay, it may not be possible to execute a Merchant Agreement):
      1.1.1. PayPay Merchant Terms (for online payments);
      1.1.2. PayPay Online Payment API Terms of Use;
      1.1.3. PayPay Balance Merchant Terms (for online payments);
      1.1.4. PayPay for Business Terms of Use (for online payments);
      1.1.5. Post-payment Merchant Agreement (for online payments);
      1.1.6. PayPay Data Terms of Use;
      1.1.7. Special Terms Regarding Payment of Payment Amounts;
      1.1.8. Special Terms Regarding Handling of Prepayment Service; and
      1.1.9. Other terms, etc. provided by PayPay to DGFT.
   1.2. That PayPay will disclose or provide Merchant Information, Payment-Related Information, and Order-Related Information to DGFT.
   1.3. That DGFT, not Customer, will provide Payment-Related Information and Order-Related Information to the Customer via the Service Partner.
   1.4. That a portion of the PayPay Online Payment Service functions provided by PayPay may

not be used by Merchant.

1.5. That upon termination of the PayPay Payment Service Agreement, Merchant may not be able to continue using PayPay.

2. DGFT shall receive a Merchant Agreement application from Customer through the Service Partner in the manner prescribed by PayPay. DGFT shall apply for the Merchant Agreement on behalf of Customer by submitting data regarding the application to PayPay in the manner prescribed by PayPay. Customer shall promptly provide any requested documents, etc. deemed necessary by PayPay (including, but not limited to, copies of documents proving that they obtained licenses and approvals) to PayPay through the Service Partner and DGFT.

3. DGFT shall report to PayPay after confirming that the documents submitted by Customer as provided in Paragraph 2 match the information input by Customer in the Merchant Agreement application form.

4. PayPay shall review Customers who have applied to use the PayPay Online Payment Service. PayPay shall disclose to Customers through DGFT and the Service Partner the Merchant Information for Customers approved to use the PayPay Online Payment Service as a result of such review. At this time, a Merchant Agreement will be formed between PayPay and the Customer.

5. If DGFT has received new Merchant Information provided in Paragraph 4 from PayPay, it shall either perform or cause Merchant through the Service Partner to perform the necessary settings and registrations (in this Article, "Settings, Etc.") to provide Order-Related Information and Payment-Related Information to Merchant. Merchant shall cooperate in Settings, Etc. performed by DGFT through the Service Partner, or perform the Settings, Etc. itself.

6. DGFT shall notify PayPay on behalf of Merchant regarding additions or changes to the Merchant and Products, Etc. information provided to PayPay in accordance with this Article.

7. DGFT shall report any inquiries for PayPay from Customer through the Service Partner regarding the PayPay Online Payment Service to PayPay, and shall notify Customer through the Service Partner of the responses to those inquiries from PayPay.

Article 3. Grant of Comprehensive Agency

1. If Customer applies to use the PayPay Online Payment Service, it shall agree that DGFT and the Service Partner receives a grant of comprehensive agent authority from Customer regarding all of the following matters:
   1.1. Applications to PayPay to use the PayPay Online Payment Service;
   1.2. Execution of the Merchant Agreement with PayPay and all ancillary memorandums, etc. thereto;
   1.3. All notifications, reports, and applications to PayPay;
   1.4. All matters relating to sales requests and sales request cancellations to PayPay;
   1.5. All matters relating to receipt of Payment Amounts paid through the PayPay Online Payment Service;
   1.6. All matters relating to payment of fees to PayPay by Merchant pursuant to the Merchant Agreement with PayPay;
   1.7. All notices and review requests to PayPay and receipt of notices from PayPay;

1.8. All other acts necessary for Merchant to use the PayPay Online Payment Service; and

1.9. Other matters separately agreed by Merchant and DGFT.

2. During the term of the Agreement, Merchant may not revoke all or part of the comprehensive agency authority granted by Merchant to the Service Partner and DGFT without the prior written consent of DGFT.

3. The Merchant agrees that all acts within the scope of the comprehensive agency authority granted by Merchant to DGFT unless there are reasonable grounds (including, but not limited to, DGFT not acting as appropriate as an agent of Merchant), shall be conducted by DGFT, and that the Merchant shall not perform any such acts itself.

4. Notwithstanding Paragraph 3, PayPay may conduct acts of PayPay as a party to the Merchant Agreement against either Merchant, the Service Partner or DGFT, and Merchant agrees to the same.

Article 4. Payment of Payment Amounts

1. DGFT shall receive from PayPay, pursuant to the comprehensive agent authority granted by Merchant, Payment Amounts that PayPay is obligated to pay to Merchant (excluding Payment Amounts for which PayPay withheld or refused payment to Merchant), less those fees, etc. payable to PayPay by Merchant. DGFT shall pay the received Payment Amounts to Merchant through the Service Partner.

2. The duty of PayPay to pay the Payment Amounts to Merchant shall be discharged upon the payment to DGFT pursuant to Paragraph 1.

Article 5. Refund of Payment Amounts

1. If PayPay demands a refund of a Payment Amount from Merchant pursuant to the Merchant Agreement after the payment of the Payment Amount to DGFT pursuant to Article 4 (Payment of Payment Amounts), PayPay shall immediately notify DGFT of that fact.

2. If DGFT has received a notice as provided in Paragraph 1, it shall stop the payment to Merchant of the Payment Amount paid by PayPay pursuant to Article 4 (Payment of Payment Amounts) if it has not yet been paid to Merchant, or if it has already been paid to Merchant, request a refund by Merchant through the Service Partner. In this case, Merchant agrees in advance that the payment of the Payment Amount will be stopped. Merchant shall immediately provide a refund if DGFT has requested a refund of the Payment Amount through the Service Partner.

3. DGFT shall make an advance payment to PayPay of the amount of a Payment Amount that should be refunded to PayPay from Merchant. In this case, PayPay may settle it by deducting it from the amount payable to DGFT under Article 4 (Payment of Payment Amounts).

Article 6. Provision of Order-Related Information and Payment-Related Information to Merchants

1. PayPay shall provide the PayPay Online Payment Service and Payment System to DGFT in accordance with the terms provided in the PayPay Online Payment Terms and Operational Guidelines so that links can be realized between the System, API, and Payment System.

2. DGFT shall connect the System and API, transmit and receive data, etc. related to Order-Related Information and Payment-Related Information, and manage the operation of the System in accordance with the PayPay Online Payment Terms and Operational Guidelines.

3. DGFT shall acquire Order-Related Information, Payment-Related Information, etc. in accordance with the PayPay Online Payment Terms and Operational Guidelines. DGFT shall provide the acquired Order-Related Information, Payment-Related Information, etc. to Merchant. via the Service Partner.

4. In addition to Paragraph 3, DGFT shall comply with any request from Merchant through the Service Partner to provide Order-Related Information, Payment-Related Information, etc.

Article 7. Communication with Merchant

1. If directed by PayPay, DGFT shall, on behalf of PayPay, notify Merchant through the Service Partner of the matters designated by PayPay in relation to the PayPay Online Payment Service. Even in this case, it will not preclude PayPay from contacting Merchant directly.

2. If directed by PayPay, DGFT shall collect through the Service Partner on behalf of PayPay, and submit to PayPay, documents, etc. that Merchant was asked to submit in relation to the PayPay Online Payment Service (including, but not limited to, notice of changes in Merchant Information).

3. DGFT shall report to PayPay after receiving an inquiry to PayPay from Merchant through the Service Partner relating to the PayPay Online Payment Service. DGFT shall notify Merchant through the Service Partner of the response of PayPay to the inquiry.

Article 8. Merchant Management, Etc.

1. Merchant shall comply with laws and regulations, etc., the Merchant Agreement, and other guidelines, etc. provided by PayPay for the handling of the PayPay Online Payment Service (including the terms, etc. listed in Article 2(1(1.1) (Onboarding Support)).

2. DGFT may require business improvements from and provide guidance to Merchant through the Service Partner if it is deemed necessary for the purposes provided in Article 8.1 or if it is requested by PayPay. Merchant shall comply with such improvements, etc.

3. PayPay may carry out investigations, reporting, or presentation of documents vis-à-vis DGFT or Merchant in relation to the matters deemed necessary by PayPay (including, but not limited to, the contents of the business, the state of use of the PayPay Online Payment Service by Merchant, the contents of Products, Etc., Payment-Related Information, and Order-Related Information) ("Investigations, Etc."), in which case they shall provide the necessary cooperation for DGFT to comply with the Investigations, Etc. carried out by PayPay vis-à-vis DGFT, or shall comply with the Investigations, Etc. carried out by PayPay vis-à-vis Merchant.

4. Merchant shall be responsible to provide compensation for any losses, etc. incurred by Payers, PayPay, or third parties due to a breach of the Merchant Agreement or circumstances attributable to Merchant.

Article 9. Sales Promotion

1. DGFT shall cooperate with sales promotion activities carried out by PayPay or that PayPay has Merchant or another third party carry out (including, but not limited to, campaigns to promote the usage of the PayPay Online Payment Service).

2. PayPay may conduct the following directly vis-à-vis Merchant without intermediation by DGFT and the Service Partner, and Merchant agrees in advance to the same:
   2.1. Communications relating to sales promotion activities; and
   2.2. Provision of advertising and promotional materials necessary for sales promotion activities (including, but not limited to, PayPay for Business and other tools and goods)

   PayPay shall also directly inform Merchant of or provide Merchant with PayPay Online Payment Service functions and services that contribute to improving convenience when it is necessary to improve the convenience of use of the PayPay Online Payment Service by Merchant.

3. Notwithstanding Paragraph 2, if requested by PayPay, DGFT shall conduct the following acts through the Service Partner in relation to PayPay carrying out sales promotional activities for the PayPay Online Payment Service, and Merchant shall cooperate therewith:
   3.1. Notices to Merchant regarding matters for communication as designated by PayPay; and
   3.2. Confirmation of matters for Merchant to confirm and collection of confirmed matters (including, but not limited to, whether Merchant will participate in campaigns)

Article 10. Suspension of Use of PayPay

1. PayPay shall immediately notify DGFT when the Merchant Agreement has terminated or PayPay has suspended the use of the PayPay Online Payment Service by Merchant.

2. DGFT shall immediately notify PayPay when this Agreement has terminated or DGFT has suspended use of the PayPay Online Payment Service by Merchant.

3. If DGFT has received the notice from PayPay provided in Paragraph 1, or if Paragraph 2 applies to DGFT, DGFT shall promptly suspend the provision of Order-Related Information, Payment-Related Information, etc. to Merchant, and shall conduct the necessary settings and registrations to suspend or terminate use of the PayPay Online Payment Service by Merchant, in which case Merchant shall cooperate with such necessary settings and registrations.

Article 11. No Use for Other Purposes

1. Merchant must not use certain functions and services for the PayPay Online Payment Service that are prescribed by PayPay, and must not use the functions of the PayPay Online Payment Service, the Payment System, Order-Related Information, and Payment-Related Information for purposes other than the performance of services to enable the use of the PayPay Online Payment Service by Merchant as provided in the Agreement.

Article 12. System Preparation, Operation, Upgrades, Etc.

1. DGFT shall prepare the System at its own risk and expense, and set the necessary settings for the operation of the System. Such settings include measures to prevent Unauthorized Use of the

PayPay Online Payment Service as separately provided by PayPay and DGFT.

2. PayPay may change the contents and specifications of the functions of the Payment System (including, but not limited to, version upgrades, correcting malfunctions, and improvements) at any time only to the extent deemed necessary by PayPay to provide the PayPay Online Payment Service.

3. DGFT may request through the Service Partner that Merchant take new measures to prevent Unauthorized Use if PayPay has determined that they are necessary considering changes in the social environment or other circumstances, in which case Merchant shall promptly comply to the extent possible.

Article 13. Service Operation Liability

1. PayPay shall handle inquiries, complaints, disputes, etc. from Payers, Merchant, and other third parties related to the PayPay Online Payment Service (excluding System-related portions) at its own risk and expense; provided, however, that this does not apply if they are due to circumstances attributable to Merchant or DGFT.

2. DGFT shall handle inquiries, complaints, disputes, etc. from Payers, Merchant, and other third parties related to the PayPay Online Payment Service provided through the System at its own risk and expense; provided, however, that this does not apply if they are due to circumstances attributable to PayPay or Merchant.

3. If Paragraph 1 or Paragraph 2 applies, and an inquiry, complaint, dispute, etc. from a Payer, Merchant, or another third party is due to circumstances attributable to Merchant, Merchant shall handle it at its own risk and expense.

Article 14. Force Majeure

1. If all or part of the Agreement has become impossible to perform due to circumstances that are not attributable to PayPay and DGFT (including, but not limited to, any natural disaster, war, insurrection, violence, power outage, telecommunications equipment outage, telecommunications service interruption or emergency maintenance, enactment or abolition of domestic or foreign laws or regulations, or order, disposition, or guidance by a public authority), PayPay and DGFT shall not be liable to the extent they were unable to perform and shall be relieved from their duties under this Agreement. Merchant acknowledges this.

Article 15. Temporary Suspension, Etc. of PayPay Online Payment Service

1. PayPay may suspend the PayPay Online Payment Service without any notice to Merchant and DGFT in the event of any of the following;
    1.1.   For regular inspections and maintenance of PayPay servers and other systems, maintenance of system installation locations, or when it is otherwise unavoidable in the course of management;
    1.2.   When PayPay has deemed it necessary to give preferential treatment to emergency matters due to a remarkable rise in communications demand due to extraordinary circumstances, etc.;
    1.3.   When PayPay has otherwise deemed it operationally or technically necessary for

services carried out by PayPay (which are not limited to the PayPay Online Payment Service); or

1.4. When it is deemed necessary to prevent actual or threatened Unauthorized Use of the PayPay Online Payment Service;

provided, however, that it will make efforts to give notice to Merchant and DGFT when possible due to regular inspections, maintenance, etc.

2. If the PayPay Online Payment Service has been suspended for a reason listed in Paragraph 1, PayPay shall be relieved from liability for all losses incurred due to such suspension; Merchant acknowledges this in advance. However, this shall not apply to losses arising due to circumstances attributable to PayPay.

3. DGFT may suspend the System if it has notified PayPay in advance or without delay after the fact, in which case DGFT shall be relieved from liability for all losses incurred due to such suspension; Merchant acknowledges this in advance. However, this shall not apply to losses arising due to circumstances attributable to DGFT.

Article 16. Merchant Information Management

1. Merchant acknowledges that PayPay and Merchant will each acquire Order-Related Information from Payers.

2. Merchant shall take adequate care to protect the privacy of Payers and shall conduct the necessary security measures to ensure the privacy of Payers in handling Order-Related Information, Payment-Related Information, and Personal Information, Etc. of Payers. Merchant shall not disclose or leak Order-Related Information and Payment-Related Information to third parties. "Personal Information, Etc." means Personal Information as provided in the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003), which includes PayPay IDs, e-mail address, communications logs, cookie information, etc.

3. Merchant shall strictly manage Personal Information, Etc. in accordance with laws, regulations, and administrative agency guidelines.

4. Merchant shall immediately report to DGFT through the Service Partner if Order-Related Information and Payment-Related Information is leaked to a third party. Merchant shall carry out compensation and other responses to losses incurred by Payers and other third parties at its own risk and expense after taking the necessary measures to minimize the occurrence and expansion of losses due to the leakage at its own risk and expense, in which case Merchant shall report in writing to DGFT through the Service Partner on any necessary measures taken to minimize the occurrence and expansion of losses.

5. The provisions of this Article shall remain in effect following the termination of the Agreement.